



**RESOLUTION AGREEMENT**  
Mississippi Gulf Coast Community College  
OCR Case Number: 06182239

Mississippi Gulf Coast Community College (MGCCC or Recipient) voluntarily enters this Resolution Agreement (Agreement) with the U.S. Department of Education (Department), Office for Civil Rights (OCR), Dallas Office. The Recipient voluntarily agrees it will take the following actions to comply with Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended, 29 U.S.C. § 794, and its implementing regulations at 34 C.F.R. Part 104; and Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. §§ 12131 *et seq.*, and its implementing regulations at 28 C.F.R. Part 35, and to resolve the Complainant's allegations. This Agreement does not constitute an admission by MGCCC that it violated any law, that it discriminated against the Complainant, or that it engaged in any wrongdoing. Prior to the completion of OCR's investigation, MGCCC agreed to resolve the complaint. Accordingly, MGCCC voluntarily agrees to take the following actions:

**ACTION ITEMS & REPORTING REQUIREMENTS:**

**Action Item 1**

Within **five (5) calendar days of the date of this Agreement**, MGCCC shall notify the Student by Certified Mail Return Receipt Requested (CMRRR) and email, that she may enroll in one of the following courses, or sequence of courses, to satisfy her graduation requirement:

- (A) MAT1753 – Quantitative Reasoning (3 Credit Hour; online/virtual)
- (B) Course Sequence: CSC 1213 - Visual Basic Programming and PHY 2244 - Physical Science I (already completed by the Student) and ECO 2113 – Economics
- (C) Course Sequence: CSC 1213 – Visual Basic Programming and PHY 2244 – Physical Science I (already completed by the Student) and MAT 2323 – Statistics
- (D) MAT1314 – College Algebra (4 Credit Hour)

If the Student chooses either option (A) or (D), she is responsible for all tuition, fees, and costs associated with that course. If the Student chooses a course sequence (options (B) or (C) above), the Student will be able to take the remaining courses with tuition and fees associated with those credit hours waived, as long as the Student completes this class by **December 31, 2019**. Regardless of which option the Student chooses, MGCCC will offer the Student free tutoring services, and the Student will receive all academic adjustment(s) requested by the Student in accordance with MGCCC's policies regarding requests for academic adjustments. MGCCC will provide the Student with a minimum of ten (10) calendar days to respond in writing to confirm enrollment in one of options A through D above.

**Reporting Requirements for Action Item 1**

- A. Within **10 calendar days** of the execution of this agreement, MGCCC will submit to OCR a copy of the notification letter sent to the Student and a copy of the receipt of the CMRRR and email chain, referenced in Action Item 1 above.



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- B. Within **20 calendar days** of the execution of this agreement, MGCCC will submit to OCR documentation (e.g., emails) indicating which option the Complainant has chosen (if any).
- C. If the Student chooses to enroll in one of the course options above, within **30 calendar days** of the date the Student enrolls, MGCCC will provide OCR documentation showing that MGCCC allowed the Student to take chosen course(s), and the associated cost(s), if any.
- D. If the Student chooses to enroll in one of the course options above, within **30 calendar days** of the date the Student enrolls, MGCCC will provide OCR documentation showing the requested, if any, and approved academic adjustment(s) the Student will receive for the course option she has chosen (e.g., accommodation letter to a professor).
- E. Within **20 calendar days** of the Student's completion of the course(s) she elects to enroll in, the Recipient will provide documentation to OCR indicating the Student has completed the course (e.g., transcript) and that any academic adjustments referenced in D above were provided.

#### **Action Item 2**

MGCCC will conduct and/or make available training session(s) or training module(s) on its obligation to provide academic adjustments, including auxiliary aids and services, necessary to ensure that MGCCC's academic requirements do not discriminate on the basis of disability, as well as the prohibition of disability discrimination, under Section 504 and Title II. The training will be conducted by person(s) and/or professional service knowledgeable about the requirements of Section 504 and Title II. The training will be mandatory for the following groups located at the Jefferson Davis Campus (the "School"): (1) all student-facing Student Support Services staff; and (2) all administrators.

#### **Reporting Requirements for Action Item 2**

- A. Within **30 calendar days** of the execution of this agreement, MGCCC will provide OCR, for review and approval, the following:
  - i. A copy of the proposed training module and/or slides of the training materials that MGCCC will use;
  - ii. The name, title, credentials, and contact information for trainer(s) who will conduct or provide the online training;
  - iii. The name, title, and e-mail address for each person, as described in Action Item 2, who is required to complete the training;
  - iv. Assurance that the list referenced in Reporting Requirement 2(a)(iii) constitutes the entirety of the personnel required to complete the training per Action Item 2; and

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B. Within **30 calendar days** of receiving OCR's approval of the training materials referenced above, and by no later than **March 1, 2019**, MGCCC will provide OCR with detailed information regarding the training conducted pursuant to Action Item 2, including the following:

- i. A list showing completion of the training by all required personnel, including the date(s) of completion;
- ii. Assurance that the list in Reporting Requirement B(i) constitutes the entirety of the personnel required to attend the training per Action Item 2;
- iii. A copy of the training materials used; and
- iv. The name, title, credentials, and contact information of the trainer(s) who provided the training.

The Recipient understands that by signing the Agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of the Agreement. Further, the Recipient understands that during the monitoring of the Agreement, if necessary, OCR may visit the recipient, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the recipient has fulfilled the terms of the Agreement.

Upon the Recipient's satisfaction of the commitments made under the Agreement, OCR will close the case.

The Recipient understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of the Agreement. Before initiating administrative enforcement (34 C.F.R. §§ 100.9, 100.10), or judicial proceedings to enforce the Agreement, OCR shall give the Recipient written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

**EXECUTION:**

This Agreement will become effective immediately upon the signature of MGCCC's authorized representative below.

  
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Dr. Mary Graham  
President  
Mississippi Gulf Coast Community College

10-10-18  
Date